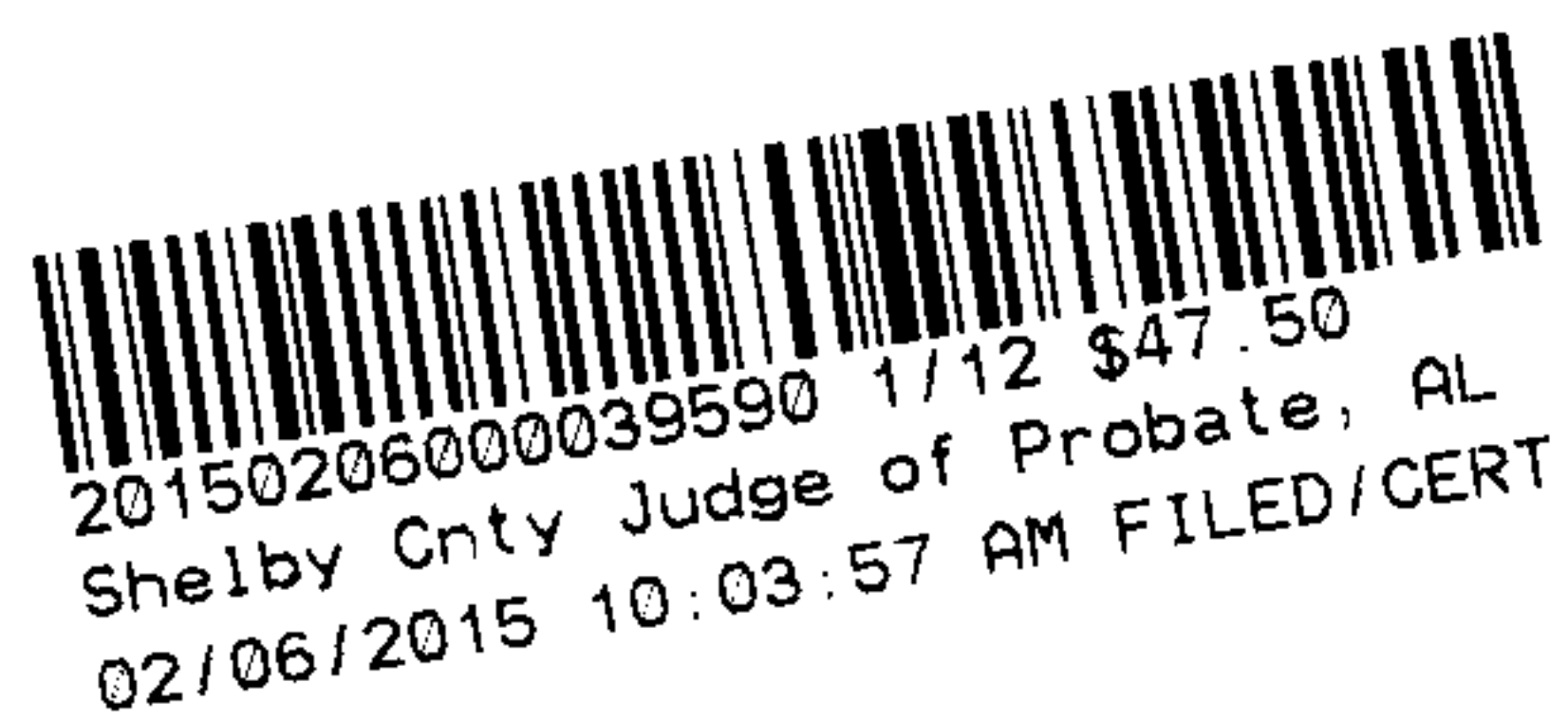


STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

This Instrument Prepared By:

Thomas M. McElroy, II, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North, Suite 2400  
Birmingham, Alabama 35203-2618  
(205) 254-1000



Value \$500.00

### ACCESS EASEMENT AGREEMENT

THIS **ACCESS EASEMENT AGREEMENT** (this “Agreement”) is made as of February 5, 2015, by and between **MAP ALABASTER, LLC**, an Alabama limited liability company (“MAP”), and **SHANE M. JONES**, an individual (“Jones”).

### RECITALS

A. MAP is the owner of certain land more particularly described on Exhibit A attached hereto (the “MAP Land”). Jones is the owner of certain land more particularly described on Exhibit B attached hereto (the “Jones Land”). The MAP Land and the Jones Land are contiguous.

B. An easement for ingress and egress (the “Original Easement”) over a certain portion of the MAP Land (the “Original Easement Area”) was previously granted to M&F Bank, a Mississippi corporation (“M&F”) and predecessor in interest to Jones, pursuant to and as described in that certain Quitclaim Deed from A.W. Clark and Janie Clark to M&F dated October 19, 2012 and recorded on December 18, 2012 as Instrument No. 20121218000484080 in the Probate Office of Shelby County, Alabama.

C. In connection with Jones’ development of the Jones Land, MAP has agreed to grant to Jones the right to construct and utilize certain driveways and improvements (the “Jones Improvements”) over that portion of the MAP Land more particularly described on Exhibit C attached hereto and shown on Exhibit D attached hereto (“New Easement Area”) for the purposes of vehicular ingress and egress to and from the public right of ways as provided herein. The New Easement Area and the Original Easement Area shall collectively be referred herein to as the “Easement Areas.”

D. MAP and Jones desire to enter into this Agreement in order to reflect the agreements set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, MAP and Jones do hereby agree and declare as follows:



1. Construction. MAP, for itself, its successors and assigns, does hereby grant and convey unto Jones, its successors and assigns, for the benefit of the Jones Land, a temporary non-exclusive right to construct and install or to cause the construction and installation of the Jones Improvements within a fifty (50) foot wide area between the New Easement Stubout Line (as shown on Exhibit E) and the nearest portion of the property line of the Jones Land (the "Construction Area"). All work within the Construction Area shall be performed in accordance with this Agreement and all applicable laws and regulations. Jones shall submit plans and specifications for the Jones Improvements to MAP in such detail as MAP may reasonably request. Jones shall not commence construction of the Jones Improvements until MAP has approved the plans and specifications in writing, which approval shall not be unreasonably withheld or delayed. Upon completion of the construction of the Jones Improvements, no further construction activities pursuant to this Agreement shall be allowed within the Construction Area or the Easement Areas unless authorized in writing by MAP. Jones agrees to construct the Jones Improvements in a good and workmanlike manner in compliance with all applicable federal, state and local laws and in a manner which imposes the least interference with the operation of the MAP Land. All costs associated with the construction of the Jones Improvements shall be the sole responsibility of Jones. Jones hereby agrees to promptly repair and restore any portion of the MAP Land which may be disturbed through Jones's use thereof.

2. New Easement Area. MAP, for itself and its successors and assigns, does hereby grant, bargain, sell, convey and assign unto Jones and its successors and assigns, for the benefit of the Jones Land, a perpetual, non-exclusive right of ingress and egress, both pedestrian and automotive, on and over the New Easement Area for ingress and egress between the Jones Land and the public rights of way, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

3. Original Easement Area. With respect to the construction of any improvements (including driveways) within the Original Easement Area (the "OEA Improvements"), Jones shall submit plans and specifications for the OEA Improvements to MAP in such detail as MAP may reasonably request. Jones shall not construct or commence construction of the OEA Improvements until MAP has approved the plans and specifications in writing, which approval shall not be unreasonably withheld or delayed. Upon completion of the construction of the OEA Improvements, no further construction activities pursuant to this Agreement shall be allowed within the Original Easement Area unless authorized in writing by MAP. Jones agrees to construct the OEA Improvements in a good and workmanlike manner in compliance with all applicable federal, state and local laws and in a manner which imposes the least interference with the operation of the MAP Land. All costs associated with the construction of the OEA Improvements shall be the sole responsibility of Jones. Jones hereby agrees to promptly repair and restore any portion of the MAP Land which may be disturbed through Jones's use thereof.

JONES HEREBY ACKNOWLEDGES AND AGREES THAT THE ORIGINAL EASEMENT AREA SHALL BE RESTRICTED TO USE FOR "RIGHT-IN, RIGHT-OUT" MOVEMENTS ONLY, AND THAT NO LEFT HAND TURNS SHALL BE MADE INTO OR OUT OF THE JONES LAND OVER OR THROUGH THE ORIGINAL EASEMENT AREA (THE "TRAFFIC PATTERN RESTRICTION"). JONES SHALL AT ITS SOLE COST AND EXPENSE ERECT SIGNS NOTIFYING THE PUBLIC OF SUCH RIGHT-IN, RIGHT-OUT



ONLY RESTRICTIONS, AND SHALL AT ALL TIMES USE COMMERCIALY REASONABLE EFFORTS TO ENFORCE THE TRAFFIC PATTERN RESTRICTION.

In the event MAP has not constructed improvements in the New Easement Area (to the point of the New Easement Stubout Line) to allow vehicular access from the Jones Property to Montevallo Road (State Road 119) within eighteen (18) months of the date of this Agreement, Jones shall have the right, upon thirty (30) days written notice to MAP (provided MAP does not complete such improvements within said 30 day notice period), to commence construction of improvements within the Original Easement Area (subject to applicable laws and regulations and the terms of this Agreement) free and clear of the Traffic Pattern Restriction.

4. Upkeep and Maintenance of the Easement Areas. Jones shall be responsible, at its sole cost and expense, for the maintenance and repair of the Jones Improvements and the OEA Improvements (collectively, the “Improvements”), which duty shall include, without limitation, an obligation to (i) repair and maintain the Improvements and (ii) remove all debris. In no event shall any portion of the Easement Areas be used for any unlawful purposes, or in a manner which is or becomes noxious, offensive, unhealthy or harmful as a result of generating fumes, odors, dust, smoke, noise, vibration, extraordinary waste or toxic or hazardous waste. The Easement Areas shall be kept in a neat, clean and sanitary condition and in no event shall any portion thereof be used for the storage of equipment, inventory, supplies or other material. MAP, for itself and its successors and assigns, does hereby grant and convey unto Jones and its successors and assigns, for the benefit of the Jones Land, a temporary, non-exclusive easement for the maintenance, service and repair of the Improvements within the Easement Areas. If Jones fails to perform its obligations to maintain and repair the Improvements after reasonable notice from MAP of the condition requiring maintenance and repair, MAP may perform such maintenance and repair. Within fifteen (15) days of receipt of written demand, Jones shall reimburse MAP all costs and expenses incurred by MAP in connection with such maintenance and repair.

5. Modification of Original Easement. This Agreement modifies the Original Easement, and in the event of any conflict or inconsistency between this Agreement and the Original Easement, this Agreement shall control.

6. Indemnification. Jones shall protect, defend, indemnify, and hold MAP harmless from and against any and all claims, demands, costs, expenses, tax, damages, and liabilities (including costs and expenses and attorney’s fees of defending such claims, demands, costs, expenses, tax, damages and liabilities, including all appeals) for (i) any injury to person or damage to real or personal property caused by, resulting from or arising out of any act, omission, or neglect of Jones or its agents, servants, employees, or contractors in connection with Jones’s use of the Easement Areas and rights hereby granted and (ii) any breach of Jones of its obligations under this Agreement. Jones’s obligations under this paragraph shall survive the termination of this Agreement.

7. Insurance. Beginning on the first to occur of (i) the date that Jones commences construction of any of the Improvements or (ii) engages in any commercial activity on the Jones Land, Jones shall assure that Jones and any person acting on Jones’s behalf under this Agreement



carries the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Areas or acting pursuant to this Agreement, in such amounts as from time to time reasonably required by MAP:

- i. workers compensation and employer's liability insurance; and
- ii. commercial general liability and umbrella liability (\$1,000,000.00 minimum coverage);

Each of the above required insurance policies shall be underwritten by a company duly licensed to provide insurance in the State of Alabama. Jones shall cause certificates of insurance evidencing the above coverage to be provided promptly upon request to MAP or to such other representative of MAP as MAP may from time to time designate. The commercial general liability policy required under this section shall cover MAP as an additional insured with regard to the Easement Areas, and shall reflect that the insurer has waived any right of subrogation against MAP.

8. Miscellaneous.

(a) This Agreement and any provisions, covenants, conditions or restrictions contained herein may be terminated, extended, modified or amended by mutual agreement of the parties hereto or their respective heirs and assigns; provided, however, that no such termination, extension, modification or amendment will be effective until a written instrument setting forth its terms has been duly executed by all parties hereto, appropriately acknowledged and recorded in the office of the Judge of Probate of Shelby County, Alabama. No such amendment, modification, extension or termination shall affect the rights of any mortgagee under a mortgage constituting a lien on the MAP Land or the Jones Land, unless the mortgagee consents to such amendment, modification, extension or termination in writing, nor will any such amendment, modification, extension or termination be effective against such mortgagee subsequent to its taking title to its encumbered property by foreclosure or deed in lieu of foreclosure unless such mortgagee has consented thereto in writing. No lessee, licensee or other person having a possessory interest, other than a party hereto, will be required to join in the execution of or consent to any act of the parties taken pursuant to this section.

(b) Nothing contained herein shall be deemed to constitute a gift or dedication of any portion of the MAP Land or the Jones Land to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein and may be enforced only by the parties hereto and their respective successors and assigns.

(c) If any clause, sentence, section or other portion of the terms, conditions, covenants and restrictions of this Agreement becomes illegal, null or void for any reason or is held by any court of competent jurisdiction to be so, the remaining portion of this Agreement will remain in full force and effect.

(d) The date of this Agreement is for convenience of reference only and does not indicate that this Agreement was executed or delivered on said date. This Agreement is executed

and delivered by each of the parties hereto on the date of the acknowledgment hereto with respect to the execution of this Agreement on behalf of such party.

(e) This Agreement shall be governed by the laws of the State of Alabama.

(f) All easements, licenses and other rights granted hereunder shall run with the title to said land. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs and assigns.



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes stated herein as of the date first above written.

**MAP:**

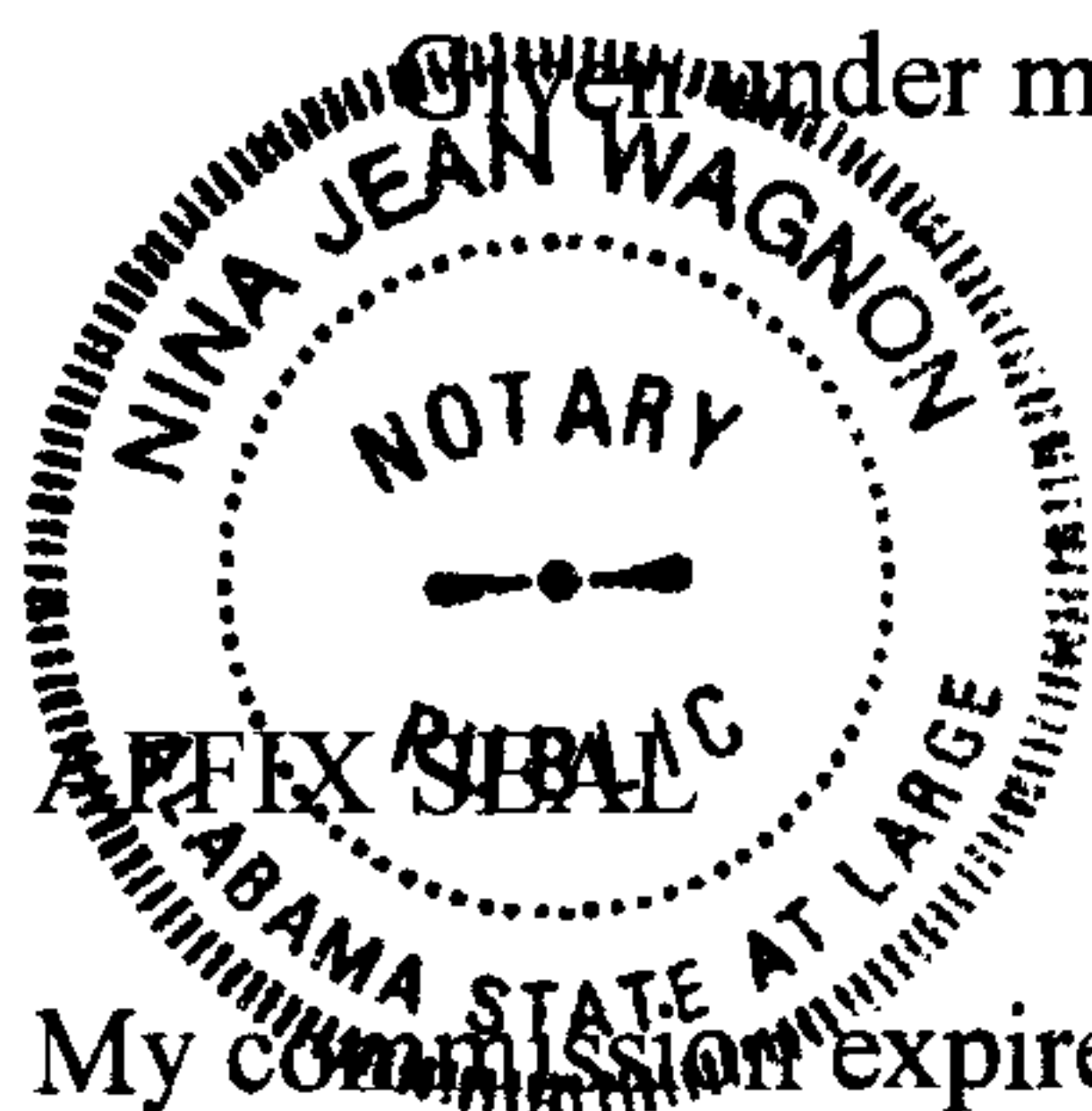
**MAP ALABASTER, LLC,**  
an Alabama limited liability company

By: *Mark A. Peeples*  
Name: Mark A. Peeples  
Its: Member

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark A. Peeples, whose name as member of MAP Alabaster, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 28<sup>th</sup> day of January, 2015.



*Nina S. Wagnon*  
Notary Public

My commission expires: 3/29/2015

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Shelby Cnty Judge of Probate, AL  
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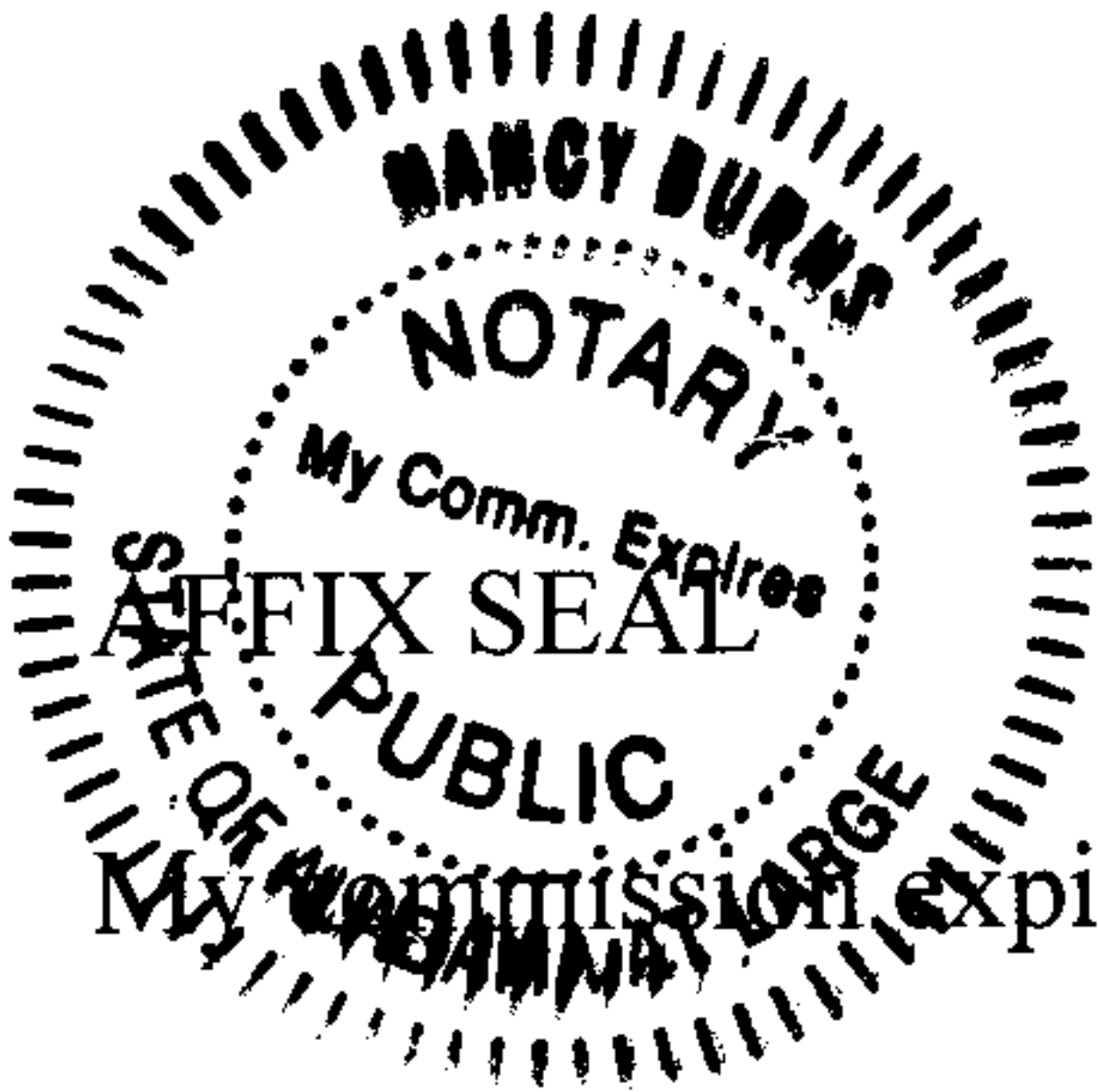
JONES:

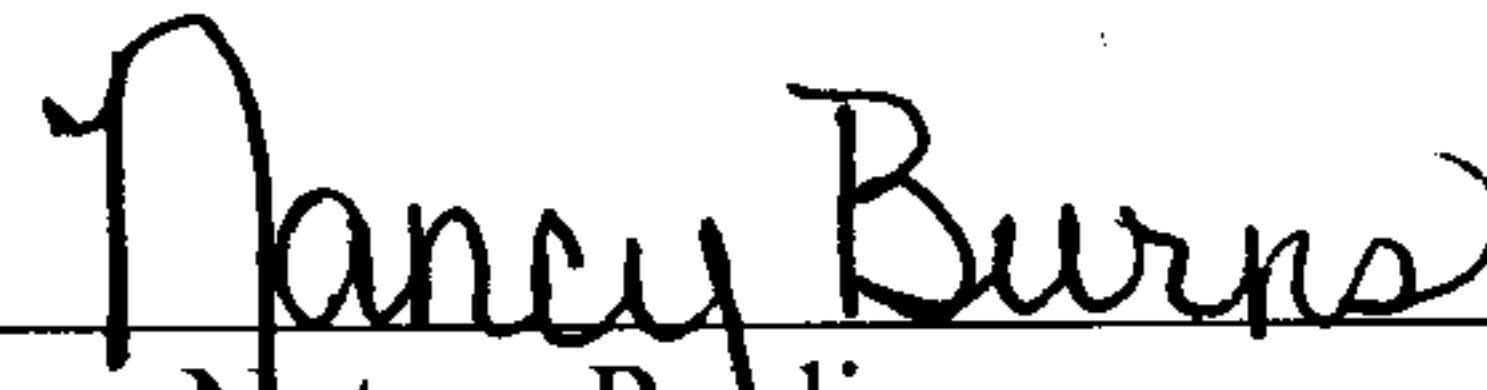
  
SHANE M. JONES

STATE OF ALABAMA )  
COUNTY OF Shelby )


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Shane M. Jones** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9<sup>th</sup> day of January, 2015.



  
Notary Public

My commission expires: 10/14/2018


  
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## **EXHIBIT A**

### **Legal Description of the MAP Land**

A parcel of land situated in the South half of the Northwest one-quarter of the Northwest one-quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section 14 for a distance of 661.30 feet to a found Beacon capped rebar, said point being the POINT OF BEGINNING; thence leaving the West line of said Section 14, run South 89 degrees 23 minutes 43 seconds East for a distance of 156.81 feet to a found RCFA capped rebar; thence run South 88 degrees 44 minutes 49 seconds East for a distance of 309.94 feet to a found 4" open top; thence run South 23 degrees 14 minutes 38 seconds West for a distance of 199.29 feet to a found 2" open top; thence run South 88 degrees 59 minutes 29 seconds East for a distance of 555.48 feet to a found Beacon capped rebar, said point being on the Westernmost right of way line of Alabama State Highway 119; thence run South 25 degrees 44 minutes 12 seconds West along said Westernmost right of way for a distance of 215.29 feet to an iron pin set, said point being the point of commencement of a curve to the left, said curve having a radius of 3130.00 feet, a central angle of 05 degrees 22 minutes 46 seconds, a chord bearing of South 23 degrees 02 minutes 49 seconds West for a chord distance of 293.77 feet; thence run along arc of said curve and along said Westernmost right of way for a distance of 293.88 feet to a found 1/4" rebar; thence leaving said Westernmost right of way, run North 89 degrees 15 minutes 19 seconds West for a distance of 425.20 feet to an iron pin set, said point being on the Easternmost right of way line of Daisy Lane (40' right of way); thence run North 41 degrees 21 minutes 06 seconds West along said Easternmost right of way for a distance of 84.61 feet to an iron pin set, said point being the point of commencement of a curve to the right, said curve having a radius of 56.24, a central angle of 48 degrees 41 minutes 34 seconds, a chord bearing of North 18 degrees 45 minutes 33 seconds West for a chord distance of 46.37 feet; thence run along arc of said curve and along said Easternmost right of way for a distance of 47.80 feet to an iron pin set, said point being a point on the Northernmost right of way line of said Daisy Lane; thence run North 84 degrees 24 minutes 41 seconds West along said Northernmost right of way for a distance of 7.23 feet to an iron pin set; thence leaving said Northernmost right of way, run North 23 degrees 40 minutes 43 seconds East for a distance of 91.93 feet to a found 1/2" crimp; thence run North 23 degrees 23 minutes 22 seconds East for a distance of 223.01 feet to a found Beacon capped rebar; thence run South 87 degrees 23 minutes 53 seconds West for a distance of 355.48 feet to a found 1/4" rebar, said point being a point on the West line of said Section 14; thence run North 00 degrees 25 minutes 40 seconds West for a distance of 279.20 feet to the POINT OF BEGINNING. Said parcel contains 360,310 square feet or 8.27 acres more or less.

  
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## **EXHIBIT B**

### **Legal Description of the Jones Land**

#### PARCEL 1

Commence at the NW Corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence S03°31'01"W, a distance of 661.16'; thence S03°27'03"W, a distance of 279.34'; thence S88°43'47"E, a distance of 355.60'; thence S27°15'24"W, a distance of 222.80'; thence S27°28'20"W, a distance of 92.84'; thence S80°37'04"E, a distance of 7.23' to a point on the Northeasterly R.O.W. line of Daisy Lane and a curve to the left, having a radius of 56.24, a central angle of 48°41'45", and a chord which bears S14°57'56"E, and a chord distance of 46.37'; thence along the arc of said curve and said R.O.W. line, a distance of 47.80'; thence S37°33'29"E and along said R.O.W. line, a distance of 84.61' to the POINT OF BEGINNING, said point being a curve to the right, having a radius of 1220.00, a central angle of 05°52'21", and a chord which bears S36°08'23"E, and a chord distance of 124.99'; thence along the arc of said curve and said R.O.W. line, a distance of 125.04'; thence S85°24'45"E and leaving said R.O.W. line, a distance of 312.32' to a point on the Northwesterly R.O.W. line of Alabama Highway 119 and the beginning of a curve to the right, having a radius of 3040.00, a central angle of 01°52'55", and a chord which bears N23°00'58"E, and a chord distance of 99.84'; thence along the arc of said curve and said R.O.W. line, a distance of 99.85'; thence N85°24'45"W and leaving said R.O.W. line, a distance of 425.43' to the POINT OF BEGINNING.

Said Parcel containing 0.80 acres, more or less.

#### PARCEL 2

Commence at the NW Corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence S03°31'01"W, a distance of 661.16'; thence S03°27'03"W, a distance of 279.34'; thence S88°43'47"E, a distance of 355.60'; thence S27°15'24"W, a distance of 222.80'; thence S27°28'20"W, a distance of 92.84'; thence S80°37'04"E, a distance of 7.23' to a point on the Northeasterly R.O.W. line of Daisy Lane and a curve to the left, having a radius of 56.24, a central angle of 48°41'45", and a chord which bears S14°57'56"E, and a chord distance of 46.37'; thence along the arc of said curve and said R.O.W. line, a distance of 47.80'; thence S37°33'29"E and along said R.O.W. line, a distance of 84.61' to a curve to the right, having a radius of 1220.00, a central angle of 05°52'21", and a chord which bears S36°08'23"E, and a chord distance of 124.99'; thence along the arc of said curve and said R.O.W. line, a distance of 125.04' to the POINT OF BEGINNING; thence S85°24'45"E and leaving said R.O.W. line, a distance of 194.17'; thence S03°57'58"W, a distance of 184.35' to a point on the Northerly R.O.W. line of Daisy Lane; thence S88°11'57"W and along said R.O.W. line, a distance of 55.80' to a curve to the right, having a radius of 20.00, a central angle of 65°25'03", and a chord which bears N59°05'32"W, and a chord distance of 21.61'; thence along the arc of said curve and said R.O.W. line, a distance of 22.84'; thence N28°12'31"W and along said R.O.W. line, a distance of 71.92' to a curve to the left, having a radius of 1220.00, a central angle of 06°51'37", and a chord which bears N29°46'24"W, and a chord distance of 145.99'; thence along the arc of said curve and said R.O.W. line, a distance of 146.07' to the POINT OF BEGINNING.

Said Parcel containing 0.56 acres, more or less.

PARCEL 3 – Being Parcel number 23-6-14-2-002-027.000 as shown in the Shelby County Tax Assessors Office on the 2001 tax map and being more particularly described as follows:

Commence at the NW Corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence S03°31'01"W, a distance of 661.16'; thence S03°27'03"W, a distance of 279.34'; thence S88°43'47"E, a distance of 355.60'; thence S27°15'24"W, a distance of 222.80'; thence S27°28'20"W, a distance of 92.84'; thence S80°37'04"E, a distance of 7.23' to a point on the Northeasterly R.O.W. line of Daisy Lane and a curve to the left, having a radius of 56.24, a central angle of 48°41'45", and a chord which bears S14°57'56"E, and a chord distance of 46.37'; thence along the arc of said curve and said R.O.W. line, a distance of 47.80'; thence S37°33'29"E and along said R.O.W. line, a distance of 84.61' to a curve to the right, having a radius of 1220.00, a central angle of 05°52'21", and a chord which bears S36°08'23"E, and a chord distance of 124.99'; thence along the arc of said curve and said R.O.W. line, a distance of 125.04'; thence S85°24'45"E and leaving said R.O.W. line, a distance of 312.32' to a point on the Northwesterly R.O.W. line of Alabama Highway 119 and the beginning of a curve to the left, having a radius of 3040.00, a central angle of 01°35'27", and a chord which bears S21°16'47"W, and a chord distance of 84.41'; thence along the arc of said curve and said R.O.W. line, a distance of 84.41' to the POINT OF BEGINNING, said point being a curve to the left, having a radius of 3040.00, a central angle of 01°52'28", and a chord which bears S19°32'50"W, and a chord distance of 99.45'; thence along the arc of said curve and said R.O.W. line, a distance of 99.45' to a point on the Northerly R.O.W. line of Daisy Lane; thence S88°11'57"W, a distance of 66.64'; thence N20°20'33"E and leaving said R.O.W. line, a distance of 100.00'; thence N88°11'57"E, a distance of 65.15' to the POINT OF BEGINNING.

Said Parcel containing 0.14 acres, more or less.

#### PARCEL 3A

Commence at the NW Corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence S03°31'01"W, a distance of 661.16'; thence S03°27'03"W, a distance of 279.34'; thence S88°43'47"E, a distance of 355.60'; thence S27°15'24"W, a distance of 222.80'; thence S27°28'20"W, a distance of 92.84'; thence S80°37'04"E, a distance of 7.23' to a point on the Northeasterly R.O.W. line of Daisy Lane and a curve to the left, having a radius of 56.24, a central angle of 48°41'45", and a chord which bears S14°57'56"E, and a chord distance of 46.37'; thence along the arc of said curve and said R.O.W. line, a distance of 47.80'; thence S37°33'29"E and along said R.O.W. line, a distance of 84.61' to a curve to the right, having a radius of 1220.00, a central angle of 05°52'51", and a chord which bears S36°08'23"E, and a chord distance of 124.99'; thence along the arc of said curve and said R.O.W. line, a distance of 125.01'; thence S85°24'45"E and leaving said R.O.W. line, a distance of 194.17' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 118.15' to a point on the Northwesterly R.O.W. line of Alabama Highway 119 and the beginning of a curve to the left, having a radius of 3040.00, a central angle of 01°35'27", and a chord which bears S21°16'47"W, and a chord distance of 84.41'; thence along the arc of said curve and said R.O.W. line, a distance of 84.41'; thence S88°11'57"W and leaving said R.O.W. line, a distance of 65.15'; thence S20°20'33"W, a distance of 100.00'; thence S03ng°57'58"E, a distance of 184.35' to the POINT OF BEGINNING.

Said Parcel containing 0.24 acres, more or less.



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## **EXHIBIT C**

### **Legal Description of New Easement Area**

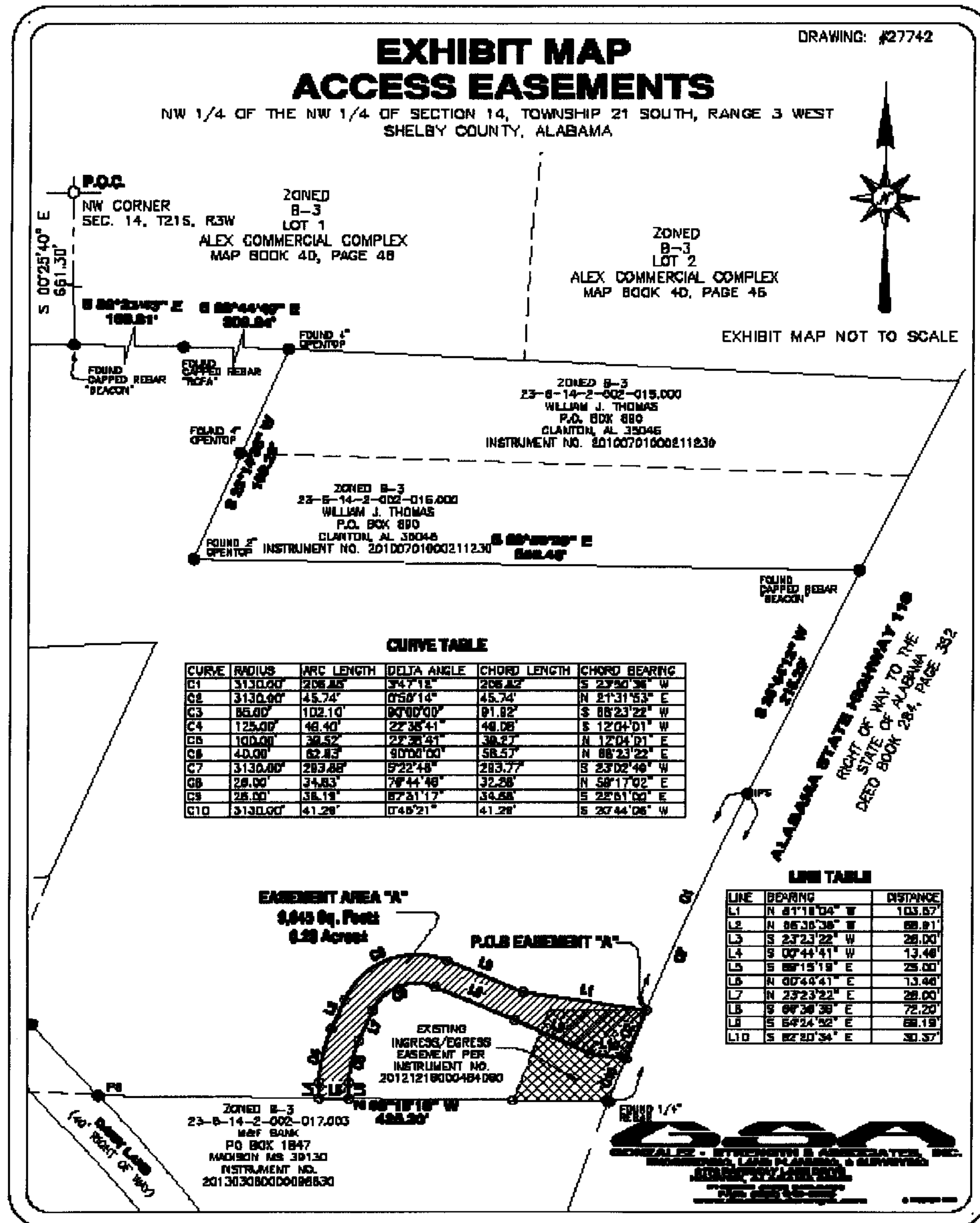
#### **Access Easement "A":**

An Access Easement over and across a parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section for a distance of 661.30 feet to a found capped rebar Beacon; thence leaving said West line run South 89 degrees 23 minutes 43 seconds East for a distance of 156.81 feet to a found capped rebar stamped RCFA; thence run South 88 degrees 44 minutes 49 seconds East for a distance of 309.94 feet to a found 4" pipe; thence run South 23 degrees 14 minutes 38 seconds West for a distance of 199.29 feet to a found 2 inch pipe; thence run South 88 degrees 59 minutes 29 seconds East for a distance of 555.48 feet to a found capped rebar stamped Beacon on the Northwestern-most right of way of Alabama Highway 119 thence run South 25 degrees 44 minutes 12 seconds West along said right of way for a distance of 215.29 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being the point of beginning of a curve turning to the left, said curve having a radius of 3130.00 feet, a central angle of 03 degrees 47 minutes 12 seconds, a chord bearing of South 23 degrees 50 minutes 36 seconds West, and a chord distance of 206.82 feet; thence run along the arc of said curve and along said right of way for a distance of 206.85 feet to the point of beginning of the easement herein described; thence leaving said right of way run North 81 degrees 19 minutes 04 seconds West for a distance of 103.57 feet; thence run North 66 degrees 36 minutes 38 seconds West for a distance of 68.91 feet to a point on a tangent curve turning to the left, said curve having a radius of 65.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of South 68 degrees 23 minutes 22 seconds West, and a chord length of 91.92 feet; thence run along the arc of said curve for a distance of 102.10 feet; thence run South 23 degrees 23 minutes 22 seconds West along a line tangent to said curve for a distance of 28.00 feet to a point on a curve tangent turning to the left, said curve having a radius of 125.00 feet, a central angle of 22 degrees 38 minutes 41 seconds, a chord bearing of South 12 degrees 04 minutes 01 seconds West, a chord length of 49.08 feet; thence run along the arc of said curve for a distance of 49.40 feet; thence run South 00 degrees 44 minutes 41 seconds West along a line tangent to said curve for a distance of 13.46 feet to a point on the South line of the Grantor; thence run South 89 degrees 15 minutes 19 seconds East along said South line for a distance of 25.00 feet; thence leaving said South line run North 00 degrees 44 minutes 41 seconds East for a distance of 13.46 feet to a point on a tangent curve turning to the right, said curve having a radius of 100.00 feet, a central angle of 22 degrees 38 minutes 41 seconds, a chord bearing of North 12 degrees 04 minutes 01 seconds East, and a chord length of 39.27 feet; thence run along the arc of said curve for a distance of 39.52 feet; thence run North 23 degrees 23 minutes 22 seconds East along a line tangent to said curve for a distance of 28.00 feet to a point on a tangent curve turning to the right said curve having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of North 68 degrees 23 minutes 22 seconds East, and a chord length of 56.57 feet, thence run along the arc of said curve for a distance of 62.83 feet; thence run South 66 degrees 36 minutes 38 seconds East along a line tangent to said curve for a distance of 72.20 feet; thence run South 64 degrees 24 minutes 52 seconds East for a distance of 69.19 feet; thence run South 82 degrees 20 minutes 34 seconds East for a distance of 30.37 feet to a point on the afore mentioned Northwestern-most right of way of Alabama Highway 119, said point being on a non-tangent curve turning to the right, said curve having a radius of 3130.00 feet, a central angle of 00 degrees 50 minutes 14 seconds, a chord bearing of North 21 degrees 31 minutes 53 seconds East, and a chord length of 45.74 feet; thence run along the arc of said curve and along said right of way for a distance of 45.74 feet to the point of beginning. Said easement contains 9,845 square feet or 0.23 acres more or less.

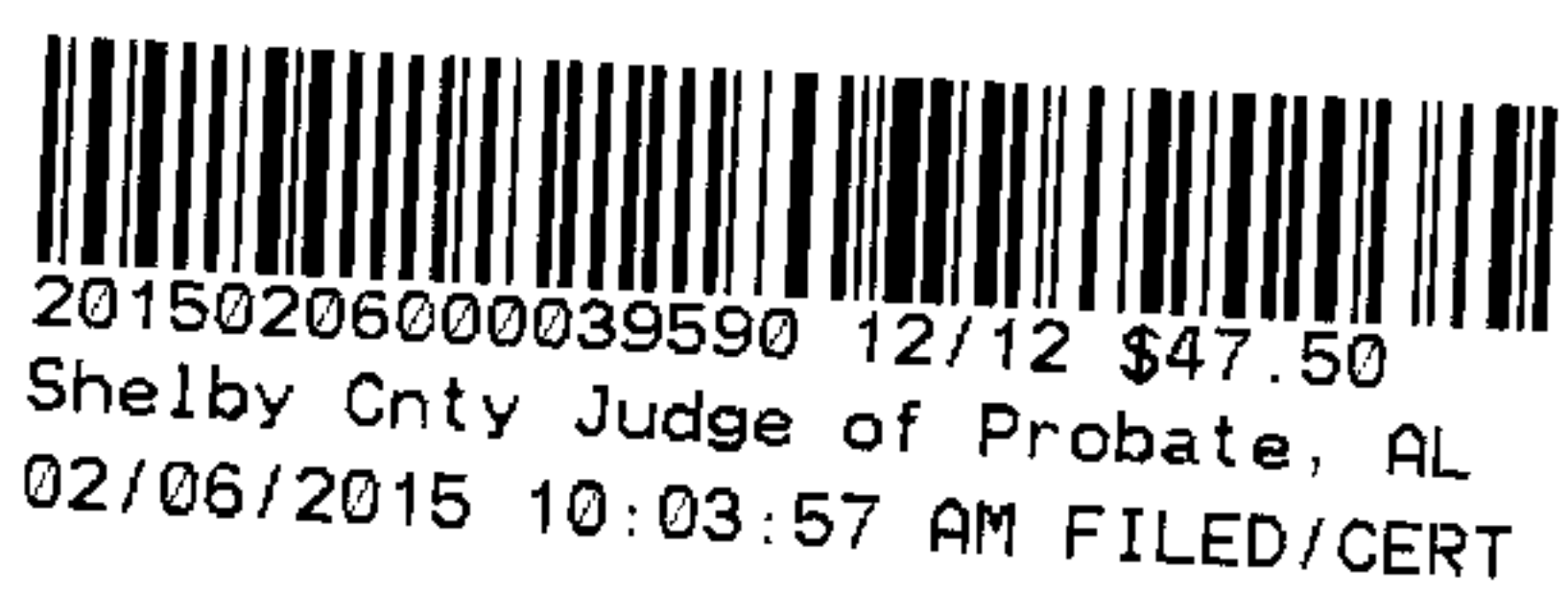


### Depiction of the New Easement Area



20150206000039590 11/12 \$47.50  
Shelby Cnty Judge of Probate, AL  
02/06/2015 10:03:57 AM FILED/CERT

## Depiction of the New Easement Stubout Line



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